removal of the respondent as a director was valid and the court ought not to prejudge this issue. We are not able to accept this contention. In our opinion it was necessary for the respondent to establish, *inter alia*, a *prima facie* case that the shareholders had no power to remove him from his directorship or that the shareholders had not exercised their right in accordance with the Articles of Association of the appellant company to support his claim for an interim injunction in the present proceedings. Article 5(2) provides that the holders of two-thirds of the issued shares may by notice in writing to the company remove any director from office. This power was exercised by shareholders holding over two-thirds of the issued shares and was exercised in accordance with the terms of article 5(2). What their motives were are entirely irrelevant. Whether or not the effect of the exercise of the right of removal would be to nullify the order of court enabling Mr. Curran to inspect the accounting and other records is also entirely irrelevant. In any event it seems to us material that they did not exercise their indubitable right under article 5(2) until seven months after the order of court and that Mr. Curran had had inspection for at least six months. It also seems to us a relevant consideration that the appellant company as a legal entity separate from its shareholders cannot be blamed for the acts of its shareholders, however blameworthy those acts may be. In our opinion there can really be no reason for doubt that the respondent had been validly removed as a director of the appellant company.

Mr. Lloyd's main contention is that the order of court made on 22nd December 1971 must be obeyed even after the respondent had ceased to be a director. He contends that the order of court remains in force and must be obeyed where there is no express term that the order would lapse on the respondent ceasing to be a director of the appellant company or where a term cannot be implied that the order would lapse in the event of the respondent ceasing to be a director. He contends that the proper course in the present case was for the appellant company to apply to discharge the order of court made on 22nd December 1971 or to apply to appeal out of time against the order and this it has not done. He contends that an order of court cannot be ignored and must be obeyed by the party against whom it is directed so long as it stands and he relies on the following passage in the judgment of the Privy Council in *Eastern Trust Company* v. *McKenzie, Mann & Co., Limited*[3] at pages 760-761: —

"Their Lordships, with all respect, differ entirely from the statements in Idington J.'s judgment, that an injunction under which the hand giving may be innocent, and the hand receiving guilty, would be an anomaly not in accord with the policy of the law which developed the power of injunction. Such an injunction is, on the contrary, in accordance with ordinary practice and wellsettled principles, and their Lordships are of opinion that the order to attach Hervey for contempt was rightly and properly made. An injunction, although subsequently discharged because the plaintiff's case failed, must be obeyed while it lasts; it is clear that if a claimant to an inalienable Government pension succeeded in persuading the court in this country that he had a prima facie claim to it, and obtained an interim injunction, the true owner of the pension could be committed for contempt if he received his money in defiance of the order, although the Crown was no party to the litigation, and paid in disregard or ignorance of the order."

In that case the injunction restraining R. G. Hervey from receiving payments of money was an interim injunction pending the final determination of the action whereas in the present case the order in question was made in proceedings commenced by way of an Originating Summons, the relief sought was for an order under section 167(5) and an order was made in terms of the application. In our opinion the order did not amount to a true injunction either interim or perpetual. The order did not specify any time limit within which the accounts and other records of the appellant company were to be open for inspection by Mr. Curran. It was clearly not intended to be in force perpetually. It was clearly not an interim or interlocutory order. In our opinion it must necessarily be implied that the court in making the order could not have intended to give Mr. Curran the right to inspect the accounts beyond the date when the respondent ceased to be a director of the appellant company and had therefore no longer any statutory right to inspect for the simple reason that it must be presumed that no court could have intended its order to continue to be in force if to continue it in force would be beyond the statutory power of the court.

For all these reasons we are of the opinion that the appeal should be allowed as the interim injunction ought not to have been granted. The appellants should have their costs here and below.

Appeal allowed.

Solicitors: *P. T. Wong & Co.; Drew & Napier.*

KONG SING & ANOR. v. KIM KUAN (PTE) LTD.

[O.C.J. (Chua J.) November 14, 1973]

[Singapore — District Court of Appeal No. 47 of 1971]

Moneylenders — Promissory note — Attestation — Promissory note in both English and Chinese — Failure to explain to borrower — Moneylenders Ordinance (Cap. 220) ss. 16 & 30.

By section 16(1) of the Moneylenders Ordinance a promissory note to be enforceable must be in the English language and under section 30(1) it is the promissory note in the English language that has to be explained to the borrower by certain designated officers and persons and attested if the borrower does not understand the English language.

In this case the promissory note was both in English and Chinese. The borrower did not understand English and the promissory note was not attested in accordance with the statutory requirements of the Act.

Held: the promissory note was void.

DISTRICT COURT APPEAL.

J. G. Advani for the appellant.

R. Ramason for the respondent.

Chua J.: This appeal arises from an action in which the respondents, moneylenders, were plaintiffs and the appellants were defendants. The respondents claimed from the appellants the sum of $3,037 due on a demand promissory note executed by the appellants in favour of the respondents for the sum of $3,000

with 15% interest per annum thereon. The District Court gave judgment for the respondents.

The appellants admitted executing the promissory note and receiving the loan of $3,000 but contested the claim on the ground that certain provisions of the Moneylenders Act (Cap. 220) (hereinafter referred to as "the Act") had not been complied with.

The main contention of the appellants in the court below and here is that the promissory note was not attested in accordance with the requirements of section 30(1) of the Act.

The promissory note is in both English and in Chinese. The evidence of the director of the respondent company was that he spoke to the appellants in Chinese and after the promissory note and three copies of it were prepared he handed them to the appellants for signature and the appellants told them that they did not read English. He then told the appellants that the promissory note was also in Chinese and both the appellants said that they could read Chinese and read through the promissory note and said that the promissory note was correctly made out. The evidence of the appellants on the other hand, was that they could read a little Chinese and that they could not read all the Chinese characters in the promissory note.

The District Judge said in his grounds of decision that he was satisfied on the balance of probablities that both appellants could read and understand the Chinese in the promissory note. The District Judge was also of the view that as the appellants could read and understand Chinese and did read and understand the promissory note there was no necessity to have the promissory note attested as required by section 30(1) of the Act.

The material part of section 16(1) of the Act reads:

"16.—(1) No contract for the repayment by a borrower or his agent of money lent to him or to any agent on his behalf by a moneylender or his agent after the coming into operation of this Act or for the payment by him of interest on money so lent, and no security given by the borrower or by any such agent as aforesaid in respect of any such contract, shall be enforceable unless a note or memorandum in writing of the contract in the English language is signed by the parties to the contract or their respective agents. . . ."

Section 30(1) of the Act provides:

"Whenever a promissory note is taken as security for any loan and the borrower is a person who does not understand the written language on the note the note shall be attested by an advocate and solicitor, a Magistrate, Justice of the Peace, commissioner for oaths or such other person as may be appointed by the Minister generally for that purpose. The attestor shall explain the terms of the promissory note to the borrower, and shall certify thereon that the borrower appeared to understand the meaning of the note. The money borrowed shall be paid over by the lender to the borrower in the presence of the attestor who shall certify the fact upon the promissory note."

The District Judge in his grounds of decision said —

"This section (s. 30(1)) refers to a promissory note the written language of which the borrower does not understand. It would appear from the reading of section 30(1) Cap. 220 that a promissory note can be in a language other than English and in fact if a promissory note had always to be in the English language then the legislature would in my view have so stated instead of using the words 'the written language' in section 30(1) Cap. 220."

The District Judge has failed to read section 30(1) with section 16(1). It is clear from section 16(1) that a promissory note to be enforceable must be in the English language and under the provisions of section 30(1) it is the promissory note in the English language that has to be explained to the borrower by certain designated officers and persons and attested if the borrower does not understand the English language.

It is not in dispute in this case that the appellants did not understand the English language and as the promissory note was not attested in accordance with the statutory requirements of the Act, it was void.

The appeal is allowed with costs here and in the court below.

Appeal allowed.

Solicitors: *Advani & Hoo; R. Ramason.*